

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SN Events, Inc.		02/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N. A.		
Street Address:	800 Fifth Avenue, Floor 32		
Internal Address:	WA1-501-32-37		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	a National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3315859	STU & LEW PRODUCTIONS	
Serial Number:	77064020	SCHMOOZ-A-PALOOZA	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704-350-7733		
Email:	bsmith@winston.com		
Correspondent Name:	Anne S. Leggett c/o Winston & Strawn LLP		
Address Line 1:	100 North Tryon Street, Suite 3300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	003165.07007		
NAME OF SUBMITTER:	Anne S. Leggett		
Signature:	/Anne S. Leggett/		

CH 3315859 \$65.00

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TRADEMARK
REEL: 003723 FRAME: 0110

Date:

02/22/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 14, 2008 by and between SN EVENTS, INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties as defined in the Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between SPARK NETWORKS, INC., a Delaware corporation (the "Parent"), SPARK NETWORKS LIMITED, a company organized under the laws of England and Wales (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of even date herewith by and among the Parent, the Borrower, certain of the Borrower's Subsidiaries party thereto, including the Grantor, and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Initially capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

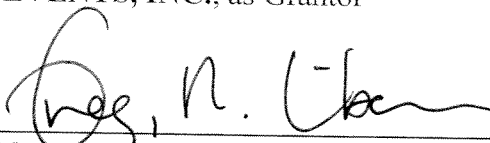
- (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SN EVENTS, INC., as Grantor

By: 
Name: Gregory R. Liberman
Title: President and Secretary

[Signature Pages Continue]

State of California
County of Los Angeles

On February 8, 2008 before me, Todd D. Kaplan, personally appeared Gregory R. Liberman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

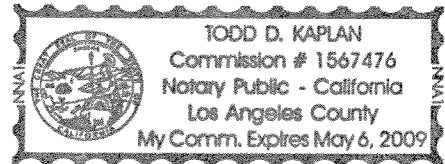
Signature _____ (Seal)



State of California
County of Los Angeles

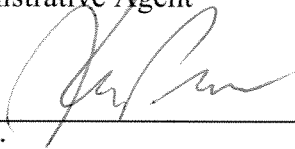
Subscribed and sworn to (or affirmed) before me on this 8th day of February, 2008, by Gregory R. Liberman, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature _____ (Seal)



Agreed and Accepted as of the
14th day of February, 2008.

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: _____

Title: _____

Ken Furo
Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

TRADEMARKS OWNED BY SN EVENTS, INC.

<u>Mark</u>	<u>Ser. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Status</u>
STU & LEW PRODUCTIONS	3315859	October 23, 2007	Registered
SCHMOOZ-A-PALOOZA	77-064020	December 14, 2006	Published for Opposition